OFF ROAD TRAINING WAIVER AND RELEASE

PARTICIPANT(S) AGREEMENT

ASSUMPTION OF RISK

I. Participant(s) acknowledges that off-road driving, trail riding, and related activities are inherently dangerous and involve known and unknown risks including, but not limited to personal injury, serious bodily injury, death, property damage, vehicle damage, environmental conditions, terrain hazards, weather, wildlife, and the actions or negligence of other Participant(s) .

II. Participant(s) voluntarily assumes that all of the risks above and any other unforeseen scenarios and hereby fully releases, waives, and forever discharges, holds harmless, Off Road Training Inc., its agents, employees, officers, partners ('Released Parties') from any and all claims, demands, losses, damages, liabilities, costs, and expenses including attorney's fees arising out of or related to Participant(s) participation in activities at Off Road Training Facility grounds, trails, driving course, classroom, buildings, sand pit, entire property, (Facility) and all that it encompasses.

COVENANT NOT TO SUE

III. Participant(s) agrees not to sue, initiate, file, prosecute, in any way aid in the institute or prosecution of claim, demand, action, or cause of action at law or equity against 'Released Parties' for any loss, damage, or injury (including death) arising out of or related to Participant(s) presence of Off Road Training Facility.

1. If any Participant(s) or any representative of Participant(s) files a lawsuit of this Section, Participant(s) agrees to pay all attorney's fees and costs incurred by Off Road Training, Inc.and 'Released Parties.'

2. This Agreement shall be governed and construed in the Commonwealth of Virginia.

3. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain full in force and effect.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representative heirs, personal representative, successors, and assigns.

INDEMNIFICATION

IV. Participant(s) agrees to indemnify, defend, and hold harmless Off Road Training, Inc. and 'Released Parties' from and against any and all claims arising out of Participant(s) breach of this Agreement, negligence, or damage to property.

ELECTRONIC SIGNATURE AND DIGITAL ACCEPTANCE

Participant(s) acknowledges and agrees that this Agreement is being executed electronically, indicating acceptance constitutes a legally binding electronic signature which is equivalent to a handwritten signature.

Participant(s) further agree that this Agreement may be maintained and stored in electronic form and that no physical copy is required for enforceability.

WARNING: Under Virginia law, (VA Code § 3.2-6400), there is no liability for an injury to or death of a Participant(s) in an agritourism activity conducted at this agritourism location if such injury to or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include among others, risks of injury, inherent to land, equipment and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in this agritourism activity.